

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

UNITED STATES OF AMERICA,

CIVIL ACTION NO.:

Plaintiff,

HONORABLE:

vs.

JOHN J. DICICCO AKA JOHN DICICCO,

Defendant,

COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

Jurisdiction

1. This court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

Venue

2. The defendant is a resident of Wayne County, Michigan within the jurisdiction of this Court and may be served with service of process at 7106 Navy St., Detroit, MI 48209.

The Debt – Account No. 2018A17765

3. The debt owed to the United States of America is as follows:

A. Current Principal (<i>after application of all prior payments, credits, and offsets</i>)	\$1,490.39
B. Current Capitalized Interest Balance and Accrued Interest	\$3,211.34
C. Administrative Fee, Costs, Penalties	\$0.00
D. Credits previously applied (<i>Debtor payments, credits, and offsets</i>)	\$0.00
Total Owed	\$4,701.73

The Certificate of Indebtedness, attached as Exhibit “A”, shows the total owed excluding attorney’s fees and CIF charges. The principal balance and interest balance shown on the Certificate of Indebtedness is correct as the date of the Certificate of Indebtedness after application of all prior payments, credits and offsets. Prejudgment interest accrues at the rate of 8% per annum.

Failure to Pay

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 and that interest on the judgment be at the legal rate until paid in full;

- B. For attorney's fees to the extent allowed by law;
- C. Filing fee of \$400.00 as premitted by 28 U.S.C. § 2412(a)(2);

and,

- D. For such other relief which the Court deems proper.

Respectfully submitted,

By: /s/ Craig S. Schoenherr, Sr.

CRAIG S. SCHOENHERR, SR. (P32245)

Attorney for Plaintiff

O'Reilly Rancilio PC

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Sterling Heights, MI 48313

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cschoenherr@orlaw.com

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 1

JOHN J DICICCO
7106 NAVY ST
DETROIT, MI 48209
Account No. XXXXX3515

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from 11/29/17.

On or about 06/12/89, the BORROWER executed promissory note(s) to secure loan(s) of \$2,085.00 from THE CHASE MANHATTAN BANK, New Hyde, NY. This loan was disbursed for \$1,397.00 on 12/08/89 at 8.0 % interest per annum. The loan obligation was guaranteed by UNITED STUDENT AID FUNDS, INC., and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$0.00 to the outstanding principal owed on the loan. The BORROWER defaulted on the obligation on 12/30/90, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$1,490.39 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the BORROWER. The guarantor was unable to collect the full amount due, and on 05/10/98, assigned its right and title to the loan to the Department.

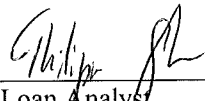
Since assignment of the loan, the Department has credited a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

Principal:	\$1,490.39
Interest:	\$3,211.34
Total debt as of 11/29/17:	\$4,701.73

Interest accrues on the principal shown here at the rate of \$0.33 per day.

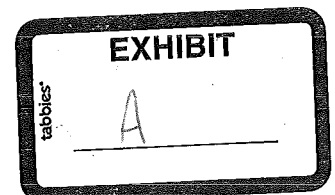
Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 12/28/17



Loan Analyst
Litigation Support Unit

Philippe Guillon
Loan Analyst



UNITED STUDENT AID FUNDS, INC.

Application and Promissory Note for a Guaranteed Student Loan

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties which may include fines or imprisonment under the United States Criminal Code and 20 USC 1097.

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SH- N-000000-01 D

SECTION I — TO BE COMPLETED BY THE STUDENT — READ THE INSTRUCTIONS — TYPE OR PRINT IN INK

1A Social Security Number 3515	2A Last Name, First, M.I., Permanent Home Address DICICCO, JOHN J 1827 ANTIGUA RD W.P.B., FL 33406	2B Correct item 2A in this space Name _____ Address _____ City, State, Zip _____
3 Birthdate 6-1-69	4 Driver's License State FL No. 069420	5 Area Code/Phone No. 407/967-2426
6 U.S. Citizenship Status (check one) <input checked="" type="checkbox"/> 1 Citizen <input type="checkbox"/> 2 Non-Citizen		7 References — You must provide separate adult references with different addresses (carefully read instructions).
8 Intended Enrollment Status (check one) <input checked="" type="checkbox"/> 1 Full-time <input type="checkbox"/> 2 At least half-time		9 Major Course of Study 05
10 Requested Loan Amount \$2,085.00		11 Loan Period For this Loan. From 09-89 To 05-90
12 Have you ever defaulted on an Education Loan? (check one) If yes, carefully read instructions. <input type="checkbox"/> 1 Yes <input checked="" type="checkbox"/> 2 No		13 Do you have any unpaid student loans? (check one) If yes, carefully read instructions. <input type="checkbox"/> 1 Yes <input checked="" type="checkbox"/> 2 No
13A Total unpaid balance of your most recent GSL. 0.00	13B Interest rate on your most recent GSL. 0 %	13C Grade level of your most recent GSL 0
13D Beginning and ending dates of your most recent GSL. From 0/0 To 0/0		13E Total unpaid balance of all your GSL/SLS/ALAS/PLUS Loans or any portion of these loans included in your Consolidation Loan. 0.00
14 Name and Address of Previous Lender, if any. 0		

Promissory Note for a Guaranteed Student Loan

I, **John J. Dicicco**, the undersigned borrower promise to pay you of your order when this note becomes due a sum certain equal to the loan amount I have requested in Section I, Item 10 of this Application or any lesser amount which will be disclosed to me in the Notice of Loan Guarantee and Disclosure Statement or the amount advanced to me, plus interest and any other charges which may become due as provided in Paragraph VI. My signature certifies that I have read, understood and agreed to the conditions and authorizations stated in the "Borrower Certification" printed on the reverse side and the legally required information highlighted in the application booklet.

I understand that this is a promissory note. I will not sign this Promissory Note before reading it including the writing on the reverse side, even if otherwise advised. As borrower, I am entitled to an exact copy of this Promissory Note, the Notice of Loan Guarantee and Disclosure Statement and any agreement I sign. By signing this Promissory Note, the borrower, acknowledge that I have received an exact copy of this note.

BEST COPY AVAILABLE
AT TIME OF IMAGING

19A ☒ Signature of Student Borrower
Date **6-12-89**
Notice to Student: Terms of the Promissory Note continue on the reverse side.
Retain Copy D for your records.

SECTION II — TO BE COMPLETED BY THE SCHOOL

20 Name and Address of School Northwood Institute 2600 No. Military Trail W. Palm Beach, fl. 33409	21 School Code 004072	22 Area Code/Phone No. 407-478-5590	23A Grade Level Code 01	23B Correct item 23A in this space
24 Anticipated Completion Date Mo. Yr. 05 91	24B Correct item 24A in this space	25 Enrollment Period Covered by Loan Mo. Day Yr. Mo. Day Yr. 09 12 89 05 24 90	26 Family Adjusted Gross Income 63,461 .00	
27 Estimated Cost of Attendance For Loan Period 10,244 .00	28 Estimated Financial Aid for Loan Period 0 .00	29A Expected Family Contribution 8159 .00	30 Difference (27 minus the sum of 28 plus 29) 2085 .00	
31 Recommended Disbursement Date Mo. Day Yr. Mo. Day Yr. Mo. Day Yr. 09 12 89 12 05 89 03 13 90	29B Correct item 29A in this space.		32 I have read and understand the terms of the school certification printed on the back of the application. Signature of Authorized Fin. Aid Director Joan L. Begin Type or Print Name and Title Joan L. Begin, Dir. of Fin. Aid Date 7/7/89	

SECTION III — TO BE COMPLETED BY THE LENDER

34 Name and Address of lending Institution. THE CHASE MANHATTAN BANK, N.A. P. O. BOX 5148 NEW HYDE PARK, NEW YORK 11042	35 Loan Amount Approved 2085 .00	36 Interest Rate %	37 Fee c.
38 Lender Code 807807	39 Anticipated Disbursement Date(s) Mo. Day Yr. Mo. Day Yr. Mo. Day Yr.		
40 Signature of Authorized Lending Official Marcia W. Adams Type or Print Name and Title Marcia W. Adams Date 7/7/89	41 Area Code/Phone No. 800-645-8246	42 For Lender Use Only	

Gold Coast Federal Credit Union-403

Additional Terms of the Promissory Note for a Guaranteed Student Loan

VI. Date Note Comes Due. I will repay this loan: 1) in periodic installments beginning no later than the end of my grace period as disclosed to me in the Notice of Loan Guarantee and Disclosure Statement or 2) in full immediately if I fail to enroll at and attend the school which certified this application for the academic period intended, in which case I will not be eligible for a grace period. During the grace period, I may request that repayment may begin before my grace period ends.

VII. Interest. I agree to pay an amount equivalent to simple interest on the unpaid principal balance from the date you advance the loan until the loan is paid in full. If I have an outstanding Student Loan(s) with an interest rate of 7%, 8% or 9%, the interest rate on this loan will be the same as that on my outstanding loan(s). If I have no outstanding Guaranteed Student Loan, the interest rate on this loan will be 8%. The Notice of Loan Guarantee and Disclosure Statement identifies the applicable interest rate for this loan. The Secretary of Education (Secretary) will pay the interest that accrues on this loan prior to the repayment period and during any deferment period. If it is determined that I qualify to have such payments made on my behalf under the regulations governing the GSLP, in the event the interest on this loan is payable by the Secretary, the lender may not attempt to collect this interest from me. I may, however, choose to pay this interest myself.

When the repayment period begins, I will be responsible for payment of all the interest that accrues on this loan, except that if the interest accruing on this loan prior to the repayment period was payable by the Secretary, the Secretary will pay the interest that accrues during the period described under DEFERMENT in this Promissory Note.

The lender may add any interest to the unpaid principal balance of this loan that is not paid when it is due, in accordance with regulations of the guarantor governing the GSLP. All payments will be made to your address as specified on the Notice of Loan Guarantee and Disclosure Statement or to any other address you notify me of.

IX. Origination and Guarantee Fees. I will pay to you an origination fee not to exceed the percentage of the loan amount that is authorized by Federal law. You will deduct this fee proportionately from each disbursement of principal of this loan. I will also pay you an amount equal to the guarantee fee that you are required to pay to the guarantor for this loan. I am entitled to a refund of the origination and guarantee fee paid in respect to this loan, or I pay back this note in full within 120 days of disbursement or I return the uncashed loan check to you. The amount of the origination and guarantee fees will be disclosed to me on the Notice of Loan Guarantee and Disclosure Statement.

V. Default. I will be in default and you have the right to give me notice that the whole outstanding principal balance plus any unpaid interest I owe is due and payable at once if I fail to make an installment payment when due, or to meet other terms of the promissory note under circumstances where the guarantor finds it reasonable to conclude that I no longer intend to honor the obligation to repay, provided that this failure persists for 180 days for a loan repayable in monthly installments, or 240 days for a loan repayable in less frequent installments. After

installments. After I fail to make the outstanding principal balance plus any unpaid interest I owe is due and payable at once if I fail to make an installment payment when due, or to meet other terms of the promissory note under circumstances where the guarantor finds it reasonable to conclude that I no longer intend to honor the obligation to repay, provided that this failure persists for 180 days for a loan repayable in monthly installments, or 240 days for a loan repayable in less frequent installments. After

FOR VALUE RECEIVED, THE LOAN SERVICING CENTER/PA FOR THE STUDENT LOAN MARKETING ASSOC., HEREBY ASSIGNS AND TRANSFERS ALL RIGHT, TITLE AND INTEREST ARISING FROM THIS NOTE TO UNITED STUDENT AID FUNDS WITHOUT RECOURSE OR WARRANTY.

DATE

AUTHORIZED SIGNATURE

Claims Analyst
TITLE

costs that are permitted by Federal law and regulations for the collection of this loan, which you incur in collecting this loan.

VII. Additional Agreements. The proceeds of this loan will be sent to the school listed on my application and be used only for educational expenses. Any notice required to be given to me will be effective when mailed by first class mail to the latest address you have for me. Your failure to enforce or insist that I comply with any term of this Note is not a waiver of your rights. No provision of this Note can be waived or modified except in writing. If the guarantor is required under its guarantee to repay my loan(s) because I have defaulted, the guarantor will become the owner of this Note and as my creditor will have all the rights of the original lender to enforce this Note against me. I understand that I must repay this Note even though I may be under 18 years of age. This Note is not effective until it is accepted by you. If the borrower becomes totally and permanently disabled, or dies, his or her obligation to repay this loan will be cancelled from default. I agree to notify you of a change in my name, address or any applicable school enrollment status within 10 days. I have not made any false written statement with regard to the loan. If any provision of this Note is determined to be unenforceable or is prohibited by law, such provision shall be considered ineffective without invalidating the remaining provisions of this Note. In this Note the words I, me, and my mean the borrower identified in Item 2 of Section I of the Application and any co-signer of this Note, you, your and yours mean the Lender and any other owner of the Note.

VIII. Deferment. I am entitled to deferments under the Higher Education Act, as amended and its regulations. In order to receive a deferment, I must request the deferment and provide you with all documentation required to establish my eligibility. I understand that I must notify you when the condition entitling me to the deferment no longer exists. My eligibility for a deferment will be determined by the information highlighted in the Application Booklet.

IX. Repayment. I will repay the total amount due on this Promissory Note in periodic installments, with interest on the unpaid balance from the due date of this Promissory Note until the loan is paid in full. I will repay this loan over a repayment period that generally lasts at least 5 years but no more than 10 years. However, the following exceptions to these rules apply:

1. If, during the grace period, I request a shorter repayment period, the Lender may grant me a shorter period.
2. The Lender may require a repayment period shorter than 5 years if this is necessary to ensure that during each year of the repayment period I — or, if both my spouse and I have GSL, PLUS or SLS program loans outstanding — we pay toward principal and interest at least \$500 or the unpaid balance of all such loans (plus interest), whichever is less.
3. If I qualify for postponement of my payments during any period described under DEFERMENT in this Promissory Note, or if the Lender grants "forbearance" those included in the 5- and 10-year periods mentioned above.

mean that apply to this loan will be set forth in a

will provide to me, a lender may grant me a loan with other loans

pay all or any part of be entitled to a rebate

determining the amount of all organizations, or the default to credit

advance that information center into repayment

all bureau organization changes of information

Borrower Certification

I declare under penalty of perjury under the laws of the United States of America that the following is true and correct. I, the borrower, certify that the information contained in Section I of this application is true, complete and correct to the best of my knowledge and belief and is true to good faith. I hereby authorize the school to pay to the Lender any refund which may be due me up to the amount of this loan. I further authorize any school that I may attend to release to the lending institution, subsequent holder, guarantor, U.S. Department of Education, or their agents, any requested information pertinent to this loan (e.g., employment, enrollment status, current address). I certify that the proceeds of any loan made as a result of this application will be used for educational expenses for the loan period covered by this application at the school named in Section II. I understand that I must immediately repay any funds that I receive which cannot reasonably be distributed to meeting my educational expenses related to attendance at that school for the loan period stated in Item 25. I certify that the total amount of loans received under the Guaranteed Student Loan Program, Title IV, Part A (PL 96-329) as amended, will not exceed the allowable maximums. I further certify that I do not now owe a refund on a Pell Grant, Byrd Scholarship, Supplemental Grant, or State

Student Incentive Grant and am not now in default on a Perkins Loan Program (formerly called National Direct Student Loan) or a Guaranteed Student Loan, or a Federally Insured Student Loan or a PLUS/ALAN/SLS loan or an Income Contingent Loan or a Consolidation Loan unless I have otherwise indicated in Item 12 of this Application. I further authorize my Lender to issue a check covering the proceeds of my loan, in full, or in part, made payable to me, or at the Lender's option, jointly payable to me and the school, and sent to the school named in Section II.

I, the student borrower, understand that I will receive a Notice of Loan Guarantee and Disclosure Statement that identifies my loan amount (as determined by the Lender), the fee amounts, disbursement dates, grace period, interest rate and late charges. I, the student borrower, understand and agree that if the information on the Notice of Loan Guarantee and Disclosure Statement conflicts with the information on the Application and Promissory Note, the information on the Notice of Loan Guarantee and Disclosure Statement applies.

BEST COPY AVAILABLE
AT TIME OF IMAGING